

CEARA WOODY, et al.,)
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 Plaintiffs,)
)
 v.) Case No. 3:17-cv-534-SMY-RJD
)
 GRANITE CITY, ILLINOIS, et al.,)
)
 Defendants.)

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states: “On February 8, 2016, Plaintiff extended a settlement offer to the City of Granite City regarding the pending religious liberties litigation. The offer expired on February 23, 2016.” Defendants contend that because this statement refers to the parties’ confidential settlement negotiations it is inadmissible under Federal Rule of Evidence 408 and, as the allegation has no relation to the claims in this lawsuit, it is immaterial. Plaintiffs refer to various advisory committee notes to Fed. R. Evid. 408, asserting that Defendants’ failure to respond to a settlement offer may be admissible for a variety of reasons, including to show notice or bad motives. Plaintiffs, however, fail to articulate what precise purpose the allegation in paragraph 26 is meant to serve. The Court cannot discern any particular purpose for the inclusion of the paragraph 26 in this case; therefore, the Court finds this allegation confuses the issues in this case and agrees with Defendants that said allegation is immaterial and should be stricken from Plaintiffs’ pleading.

Defendants’ motion (Doc. 34) is **GRANTED**. Paragraph 26 of Plaintiffs’ First Amended Complaint (Doc. 33) is **STRICKEN**.

IT IS SO ORDERED.

DATED: November 13, 2018

s/ Reona J. Daly
Hon. Reona J. Daly
United States Magistrate Judge